

State: District of Columbia **First Filing Company:** Greenwich Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: ISO Company Exceptions
Project Name/Number: GL LEC filing revised XIL 485, XIL 609, XIL 610/19MX-IS-GL28-MU-DC

Filing at a Glance

Companies: Greenwich Insurance Company
XL Insurance America, Inc.
XL Specialty Insurance Company

Product Name: ISO Company Exceptions

State: District of Columbia

TOI: 17.0 Other Liability-Occ/Claims Made

Sub-TOI: 17.0001 Commercial General Liability

Filing Type: Form

Date Submitted: 11/14/2019

SERFF Tr Num: XLAM-132148975

SERFF Status: Submitted to State

State Tr Num:

State Status:

Co Tr Num: 19MX-IS-GL28-MU-DC

Effective Date: On Approval

Requested (New):

Effective Date: On Approval

Requested (Renewal):

Author(s): Margie Bednar

Reviewer(s):

Disposition Date:

Disposition Status:

Effective Date (New):

Effective Date (Renewal):

State: District of Columbia **First Filing Company:** Greenwich Insurance Company, ...
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General Information

Project Name: GL LEC filing revised XIL 485, XIL 609, XIL 610 Status of Filing in Domicile:
 Project Number: 19MX-IS-GL28-MU-DC Domicile Status Comments:
 Reference Organization: Reference Number:
 Reference Title: Advisory Org. Circular:
 Filing Status Changed: 11/14/2019
 State Status Changed: Deemer Date:
 Created By: Margie Bednar Submitted By: Margie Bednar
 Corresponding Filing Tracking Number:

Filing Description:

In accordance with the insurance laws and regulations in your state, we respectfully submit the attached filing for your review and consideration. We are filing the attached revised endorsements that work in conjunction with the ISO Commercial General Liability policy to correct typographical errors on the previous versions. The endorsements are all option and have no rate impact.

Company and Contact

Filing Contact Information

Margaret Bednar, Business Support Analyst margaret.bednar@xlcattin.com
 505 Eagleview Blvd 610-968-9281 [Phone]
 Exton, PA 19341

Filing Company Information

Greenwich Insurance Company	CoCode: 22322	State of Domicile: Delaware
Attn: Jill Kelly	Group Code: 968	Company Type:
505 Eagleview Blvd.	Group Name: AXA Insurance	State ID Number:
Exton, PA 19341-0636	Group	
(800) 327-1414 ext. [Phone]	FEIN Number: 95-1479095	

XL Insurance America, Inc.	CoCode: 24554	State of Domicile: Delaware
Attn: Jill Kelly	Group Code: 968	Company Type:
505 Eagleview Blvd.	Group Name: AXA Insurance	State ID Number:
Exton, PA 19341-0636	Group	
(800) 327-1414 ext. [Phone]	FEIN Number: 75-6017952	

XL Specialty Insurance Company	CoCode: 37885	State of Domicile: Delaware
Attn: Jill Kelly	Group Code: 968	Company Type:
505 Eagleview Blvd.	Group Name: AXA Insurance	State ID Number:
Exton, PA 19341-0636	Group	
(800) 327-1414 ext. [Phone]	FEIN Number: 85-0277191	

Filing Fees

Fee Required? No

State: District of Columbia **First Filing Company:** Greenwich Insurance Company, ...
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Retaliatory? No

Fee Explanation:

SERFF Tracking #:

XLAM-132148975

State Tracking #:

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State:

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Correspondence Summary

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	CONTROLLED SUBSTANCE EXCLUSION	Margie Bednar	11/18/2019	11/18/2019

State: District of Columbia

First Filing Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

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Amendment Letter

Submitted Date: 11/18/2019

Comments:

We have corrected an error and replaced with an amended copy of Form XIL 609 0919 on the Form Schedule.

Thank you.

Changed Items:

Form Schedule Item Changes

Item No.	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	CONTROLLED SUBSTANCE EXCLUSION	XIL 609 0919		END	New		0.000	XIL 609 0919r.pdf	Date Submitted: 11/18/2019 By:
<i>Previous Version</i>									
1	CONTROLLED SUBSTANCE EXCLUSION	XIL 609 0919		END	New		0.000	XIL 609 0919.pdf	Date Submitted: 11/14/2019 By: Margie Bednar

No Rate Schedule Items Changed.

No Supporting Documents Changed.

State: District of Columbia

First Filing Company: Greenwich Insurance Company, ...

TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name: ISO Company Exceptions

Project Name/Number: GL LEC filing revised XIL 485, XIL 609, XIL 610/19MX-IS-GL28-MU-DC

Form Schedule

Item No.	Schedule Item Status	Form Name	Form Number	Edition Date	Form Type	Form Action	Action Specific Data		Readability Score	Attachments
							Previous Filing Number:	Replaced Form Number:		
1		AGGREGATION OF RELATED CLAIMS ARISING OUT OF A SINGLE OCCURRENCE ENDORSEMENT	XIL 485 0919		END	Replaced	XLAM-131923789	XIL 485 0319	0.000	XIL 485 0919.pdf
2		CONTROLLED SUBSTANCE EXCLUSION	XIL 609 0919		END	New			0.000	XIL 609 0919r.pdf
3		CLINICAL TRIALS EXCLUSION	XIL 610 0919		END	Replaced	XLAM-131923789	XIL 610 0319	0.000	XIL 610 0919.pdf

Form Type Legend:

ABE	Application/Binder/Enrollment	ADV	Advertising
BND	Bond	CER	Certificate
CNR	Canc/NonRen Notice	DEC	Declarations/Schedule
DSC	Disclosure/Notice	END	Endorsement/Amendment/Conditions
ERS	Election/Rejection/Supplemental Applications	OTH	Other

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms part of

Policy No. issued to

by .

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AGGREGATION OF RELATED CLAIMS ARISING OUT OF A SINGLE OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 1. **Insuring Agreement** is amended to include the following:

Related Claims:

All Related Claims, whenever made, shall be deemed to be a single claim and shall be deemed to have been first made on the earliest of the following dates, regardless of the number and identity of claimants, the number and identity of Insureds involved, or the number and timing of the Related Claims, and even if the Related Claims comprising such single claim were made in more than one policy period:

1. The date on which the earliest Related Claims was received and recorded by an insured: or
2. The date on which written notice was first given to and recorded by us of the earliest of the Related Claims.

The term “Related Claims” means all claims arising out of a single “occurrence”.

All such Related Claims, whenever made, shall be considered first made during the policy period or reporting period in which the earliest claim was first made and all such claims shall be subject to the same limits of liability.

For purposes of this endorsement, any “bodily injury” or “property damage” included in the “products-completed operations hazard” that arises from the substantially same general harmful condition, cause, defect, error, suspected deficiency in “your products” shall be deemed to be caused by a single “occurrence”.

“Occurrence” shall be deemed to occur when any such “bodily injury” or “property damage” first occurs, irrespective of the number of “occurrences” that caused such “bodily injury” or “property damage”, the number of persons or organizations making claims for such “bodily injury” or “property damage” or when such “bodily injury” or “property damage” actually occurs.

This insurance applies to “bodily injury” and “property damage” only if prior to the Retroactive Date, no insured and no “employee” authorized by you to give or receive notice of an “occurrence” or claim, knew that the “bodily injury” or “property damage” had occurred, in whole or in part. If such insured or authorized “employee” knew, prior to the Retroactive Date, that the “bodily injury” or “property damage” occurred, then any continuation, change or resumption of such “bodily injury” or “property damage” after the Retroactive Date will be deemed to have been known prior to the Retroactive Date.

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTROLLED SUBSTANCE EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions:

This insurance does not apply to “bodily injury” or “property damage” arising out of, caused by, resulting from, involving, or associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, OxyContin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above,
4. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy arising out of or related to 1.a. or 1. b. above that leads to, is associated with, or relates to any alleged or actual abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy of or to any other drug, medication, or substance of any type, nature, or kind.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others.

B. The following exclusion is added to SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions:

This insurance does not apply to “personal and advertising injury” arising out of, caused by, resulting from, involving, or associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, OxyContin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or

- b.** controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
- 2.** Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in **1.a.** or **1.b.** above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
- 3.** Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in **1.a.** or **1.b.** above.
- 4.** Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy arising out of or related to **1.a.** or **1. b.** above that leads to, is associated with, or relates to any alleged or actual abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy of or to any other drug, medication, or substance of any type, nature, or kind.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others.

All other terms and conditions of this policy remain unchanged.

ENDORSEMENT

This endorsement, effective 12:01 a.m., forms part of

Policy No. issued to

by

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLINICAL TRIALS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Paragraph 2. Exclusions:

This insurance does not apply to:

“Clinical Trials”

"Bodily injury" or "property damage" arising out of, relating to or resulting from any "Clinical Trials", including but not limited to:

- a. Disclosure of or failure to disclose information necessary to obtain informed consent of any patient or other person participating in any "Clinical Trial" or of any person authorizing the participation of others or;
- b. "Clinical Trials" involving substances, materials or devices which are subject to approval, but are not approved for use, by the Food and Drug Administration, including substances, materials or devices undergoing experimental testing or trial research review.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be involved in any "Clinical Trial".

B. The following exclusion is added SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions:

This insurance does not apply to:

“Clinical Trials”

"Personal and advertising injury" arising out of, relating to or resulting from any "Clinical Trials", including but not limited to:

- a. Disclosure of or failure to disclose information necessary to obtain informed consent of any patient or other person participating in any "Clinical Trial" or of any person authorizing the participation of others;
- b. "Clinical Trials" involving substances, materials or devices which are subject to approval, but are not approved for use, by the Food and Drug Administration, including substances, materials or devices undergoing experimental testing or trial research review.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be involved in any "Clinical Trial".

SECTION V - DEFINITIONS is amended to add the following:

"Clinical Trials" means:

1. Any testing by any person or organization, of any substance, material or device within or upon any patient or other person in connection with the study or treatment of any disease, illness or medical condition in patients or other persons to establish the effectiveness or safety of such substance, material or device; and
2. Any use or handling of your products or products of others furnished by you, including placebos, in connection with any research, clinical evaluation, testing, study or analysis of the products or procedures, including any negligent act, error or omission or series of negligent acts, errors or omissions, in the rendering or failure to render the foregoing services.

All other terms and conditions of this policy remain unchanged.

SERFF Tracking #:

XLAM-132148975

State Tracking #:

Company Tracking #:

19MX-IS-GL28-MU-DC

State: District of Columbia **First Filing Company:** Greenwich Insurance Company, ...
TOI/Sub-TOI: 17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability
Product Name: ISO Company Exceptions
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Supporting Document Schedules

Bypassed - Item:	Readability Certificate
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Consulting Authorization
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Copy of Trust Agreement
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Bypassed - Item:	Expedited SERFF Filing Transmittal Form
Bypass Reason:	N/A
Attachment(s):	
Item Status:	
Status Date:	

Satisfied - Item:	Redlines
Comments:	
Attachment(s):	XIL 485 redline.pdf XIL 610 redline.pdf
Item Status:	
Status Date:	

ENDORSEMENT

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Policy No. issued to

by .

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AGGREGATION OF RELATED CLAIMS ARISING OUT OF A SINGLE OCCURRENCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (CLAIMS-MADE)

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY,
Paragraph 1. **Insuring Agreement** is amended to include the following:

Related Claims:

All Related Claims, whenever made, shall be deemed to be a single claim and shall be deemed to have been first made on the earliest of the following dates, regardless of the number and identity of claimants, the number and ~~identity~~ identify of Insureds involved, or the number and timing of the Related Claims, and even if the Related Claims comprising such single claim were made in more than one policy period:

1. The date on which the earliest ~~claim~~-Related Claims was received and recorded by an ~~insured~~ Insured; or
2. The date on which written notice was first given to and recorded by us of the earliest ~~of the claim~~ within Related Claims.

The term "Related Claims" means all claims arising out of a single "occurrence".

All such Related Claims, whenever made, shall be considered first made during the policy period or reporting period in which the earliest claim was first made and all such claims shall be subject to the same limits of liability.

For purposes of this endorsement, any "bodily injury" or "property damage" included in the "products-completed operations hazard" that arises from the substantially same general harmful condition, cause, defect, error, suspected deficiency in "~~your products~~ Your Products" shall be deemed to be caused by a single "occurrence".

"Occurrence" shall be deemed to occur when any such "bodily injury" or "property damage" first occurs, irrespective of the number of "occurrences" that caused such "bodily injury" or "property damage", the number of persons or organizations making claims for such "bodily injury" or "property damage" or when such "bodily injury" or "property damage" actually occurs.

This insurance applies to "bodily injury" and "property damage" only if prior to the Retroactive Date, no insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such insured or authorized "employee" knew, prior to the Retroactive Date, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" after the Retroactive Date will be deemed to have been known prior to the Retroactive Date.

"Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

ENDORSEMENT #

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CLINICAL TRIALS EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 2. **Exclusions:**

2. Exclusions

This insurance does not apply to:

“Clinical Trials”

"Bodily injury" or "property damage" arising out of, relating to or resulting from any "Clinical Trials", including but not limited to:

- a. Disclosure of or failure to disclose information necessary to obtain informed consent of any patient or other person participating in any "Clinical Trial" or of any person authorizing the participation of others or;
- b. "Clinical Trials" involving substances, materials or devices which are subject to approval, but are not approved for use, by the Food and Drug Administration, including substances, materials or devices undergoing experimental testing or trial research review.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be involved in any "Clinical Trial".

B. The following exclusion is added **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, Paragraph 2. **Exclusions:**

2. Exclusions

This insurance does not apply to:

“Clinical Trials”

"Personal and advertising injury" arising out of, relating to or resulting from any "Clinical Trials", including but not limited to:

a. Disclosure of or failure to disclose information necessary to obtain informed consent of any patient or other person participating in any "Clinical Trial" or of any person authorizing the participation of others;

b. ~~"Clinical Trials" involving substances~~~~b. —Substances~~, materials or devices which are subject to approval, but are not approved for use, by the Food and Drug Administration, including substances, materials or devices undergoing experimental testing or trial research review.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervising, hiring, employing, training or monitoring of others that may be involved in any "Clinical Trial".

SECTION V - DEFINITIONS is amended to add the following:

"Clinical Trials" means:

1. Any testing by any person or organization, of any substance, material or device within or upon any patient or other person in connection with the study or treatment of any disease, illness or medical condition in patients or other persons to establish the effectiveness or safety of such substance, material or device; and
2. Any use or handling of ~~your~~~~the "Insured's"~~ products or products of others furnished by ~~you, the "Insured"~~, including placebos, in connection with any research, clinical evaluation, testing, study or analysis of the products or procedures, including any negligent act, error or omission or series of negligent acts, errors or omissions, in the rendering or failure to render the foregoing services.

All other terms and conditions of this policy remain unchanged.

SERFF Tracking #:

XLAM-132148975

State Tracking #:**Company Tracking #:**

19MX-IS-GL28-MU-DC

State:

District of Columbia

First Filing Company:

Greenwich Insurance Company, ...

TOI/Sub-TOI:

17.0 Other Liability-Occ/Claims Made/17.0001 Commercial General Liability

Product Name:

ISO Company Exceptions

Project Name/Number:

GL LEC filing revised XIL 485, XIL 609, XIL 610/19MX-IS-GL28-MU-DC

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
11/11/2019		Form	CONTROLLED SUBSTANCE EXCLUSION	11/18/2019	XIL 609 0919.pdf (Superseded)

ENDORSEMENT

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COMMERCIAL GENERAL LIABILITY COVERAGE PART

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This insurance does not apply to “bodily injury” or “property damage” arising out of, caused by, resulting from, involving, or associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:
 - a. opioid or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, OxyContin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in 1.a. or 1.b. above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in 1.a. or 1.b. above,
4. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy arising out of or related to 1.a. or 1. b. above that leads to, is associated with, or relates to any alleged or actual abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy of or to any other drug, medication, or substance of any type, nature, or kind.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others.

B. The following exclusion is added to SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, Paragraph 2. Exclusions:

This insurance does not apply to “personal and advertising injury” arising out of, caused by, resulting from, involving, or associated with any alleged or actual:

1. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion of, or addiction to any:

- a. or narcotic drug, narcotic medication or narcotic substance of any type, nature, or kind, including but not limited to codeine, fentanyl, hydrocodone, OxyContin, hydromorphone, meperidine, methadone, oxycodone, or naloxone; or
 - b. controlled substance under the Controlled Substance Act or under any similar federal, state, local, or foreign act, statute, regulation, ordinance, requirement, or law;
2. Failure or inadequacy of any control required to prevent or report suspicious behavior relating to the abuse, misuse, illicit use, overuse, diversion of and/or addiction to any substance referenced in **1.a.** or **1.b.** above, including but not limited to any control required by federal, state, local or foreign act, statute, regulation, ordinance, requirement or law; or
3. Failure to warn or inadequacy of any warning related to the addictive properties of any substance referenced in **1.a.** or **1.b.** above.
4. Abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy arising out of or related to **1.a.** or **1. b.** above that leads to, is associated with, or relates to any alleged or actual abuse, misuse, illicit use, overuse, unlawful distribution, diversion, addiction, failure, or inadequacy of or to any other drug, medication, or substance of any type, nature, or kind.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervising, hiring, employing, training or monitoring of others.

All other terms and conditions of this policy remain unchanged.